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2 C O N F I D E N T I A L

3 UNITED STATES DISTRICT COURT
4 EASTERN DISTRICT OF NEW YORK
-----x5 FULL CIRCLE UNITED, LLC,
6 Plaintiff,7 BAY TEK ENTERTAINMENT, INC.,
8 Defendant.
-----x9 BAY TEK ENTERTAINMENT, INC.,
10 Counterclaim Plaintiff,11 FULL CIRCLE UNITED, LLC,
12 Counterclaim Defendant,
13 -and-14 ERIC PAVONY,
15 Additional Counterclaim Defendant.
-----x

16 June 14, 2022

17
18 Continued Remote Videotaped Deposition of
19 Full Circle United, LLC, by ERIC PAVONY, and
20 ERIC PAVONY, individually, held via Zoom before
21 Joseph R. Danyo, a Shorthand Reporter and Notary
22 Public within and for the State of New York.23
24 Reported by: Joseph R. Danyo

25 Job No. 211445

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2 please.

3 (Record read)

4 A. And you're asking me to remember any
 5 words that he said seven years ago? Off the top
 6 of my head, I can't remember any specific words
 7 that he said that day specifically, but like I
 8 was saying, like I was saying, like, and the
 9 reason I bring this up is the purpose of the
 10 conversation was to understand that Bay Tek
 11 understood what it was that Full Circle United
 12 does and wanted to accomplish, and that was the
 13 purpose of that conversation, and we had it prior
 14 to us assigning the agreements over, and had Bay
 15 Tek never given us the oral promise that they,
 16 and agreed to manufacture lanes for us prior to
 17 the assignment, we never would have assigned the
 18 agreement over to Bay Tek.

19 Q. Okay. So again the intention in here
 20 is that there was an agreement that was made,
 21 correct?

22 MR. SKIBELL: Objection.

23 Q. Page 5, paragraph 5. What were the
 24 material terms of the agreement that was made in
 25 that conversation that he uttered?

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2 Pavony?

3 A. Yes.

4 Q. Specific words that Mr. Philippon
 5 said that manifested an agreement to do any of
 6 the things you mention in paragraph 5?

7 A. I can't remember specific words, but
 8 like paragraph 5 says, it says that Bay Tek would
 9 manufacture Skee-Ball lanes for Full Circle, and
 10 Full Circle could broadcast its tournaments,
 11 league play and events.

12 Q. And if I read you the transcript and
 13 audio, those words came out of Mr. Philippon's
 14 mouth or yours?

15 A. Well, this was our first
 16 conversation. You know, our company has the
 17 license to Live Play, which is, you know,
 18 broadcasting of tournaments and league play and
 19 events. So the purpose of this initial
 20 conversation with at that time a potential new
 21 owner of the Skee-Ball company, the purpose of
 22 that conversation was to talk about what each of
 23 our respective companies did and how we were
 24 going to work together and how we were going to
 25 help each other be successful.

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2 A. I can't remember exactly anything he
 3 uttered specifically like you keep asking me,
 4 but, you know, we talked about manufacturing of
 5 lanes, custom lanes at that, and we talked about
 6 how many lanes, over how many, you know, broken
 7 up, you know, how many lanes, how many years or
 8 how many lanes per year. We talked about the
 9 purpose of turning Skee-Ball into a bona fide
 10 sport to bring it to television networks such as
 11 ESPN. That was what was being discussed and what
 12 Gaetan agreed to.

13 Q. I'm asking you to tell me what he
 14 agreed to, not what was discussed. Do you have
 15 anything further to add to your testimony as to
 16 what he said?

17 MR. SKIBELL: Christine, why don't
 18 you refresh his recollection with the
 19 transcript if you want him to answer about
 20 specific words?

21 MS. LEPERA: No. My deposition, I do
 22 it my way. I have the transcript. Would
 23 you like me to comment on it?

24 A. My answer --

25 Q. Do you have anything else to add, Mr.

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2 Q. Okay. Do you have anything further
 3 to add or is that it? I'm giving you a full and
 4 fair opportunity.

5 MR. SKIBELL: Objection to form.

6 Q. Okay. You made a claim against --

7 MR. SKIBELL: Did you get a chance to
 8 answer? I didn't hear anything on the
 9 record.

10 MS. LEPERA: He nodded his head, but
 11 I thought he was done.

12 A. I think we discussed it.

13 Q. You said no, right? Nothing further
 14 to add?

15 A. Nothing further to add regarding what
 16 we were just discussing. Sure.

17 Q. Exactly. You made a claim against
 18 Mr. Sladek in the SBI litigation that he made an
 19 agreement with you, because he told you good luck
 20 on something that you had expressed regarding
 21 your goals and desires. Do you recall that?

22 MR. SKIBELL: Objection, lacks
 23 foundation.

24 MS. LEPERA: I'm asking if he
 25 recalls.

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 2 A. So you're referring to the oral
 3 agreement that Joe Sladek gave us in 2005, which
 4 is a long time ago now, but I remember what
 5 you're referring to. He didn't just wish us good
 6 luck. You know, we again explained to him what
 7 it was our company was doing, and he didn't just
 8 say good luck. He gave us, he said, he agreed to
 9 us doing what it was we presented him with.

10 Q. Okay. The court disagreed with you
 11 on that, correct? Threw that claim out, right?

12 MR. SKIBELL: Objection to form.
 13 Calls for a legal conclusion.

14 You can answer.

15 A. I actually don't recall what the
 16 court said on that.

17 Q. You don't recall the court saying
 18 Full Circle, who has failed to plausibly assert
 19 the formation of an oral contract, no less a
 20 breach thereof? You don't recall that?

21 A. I don't recall that specifically.
 22 That lawsuit settled many years ago, but I do
 23 remember Joe Sladek not contesting that point
 24 during the litigation when it was brought up.
 25 Joe himself said, he goes, yes, yes, Joe admitted

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 2 during the course of the litigation that, yes,
 3 that conversation in 2005 where he did wish us
 4 good luck where he did say, yes, you can host
 5 Skee-Ball tournaments, you can call it
 6 Brewskee-Ball, you can do all these things that
 7 we presented him with.

8 Joe decided, I guess because he
 9 wanted to tell the truth, that he decided in that
 10 litigation, he said, yeah, no, I'm not denying
 11 that. That happened. That's what Joe said.

12 Q. Okay. Is that before or after the
 13 court threw out your claim?

14 MR. SKIBELL: Objection,
 15 argumentative.

16 MS. LEPERA: It's a question. It's
 17 cross.

18 Q. Was that conversation that Mr. Sladek
 19 allegedly said that, was that before or after the
 20 court dismissed your claim against him for
 21 alleged oral contract breach?

22 A. I don't recall the exact date, but I
 23 think Joe said that during one of the
 24 court-appointed mediations when that discussion,
 25 that 2005 discussion and that 2005 agreement with

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 2 Joe was being discussed. I think it was a
 3 court-appointed mediation where Joe said that. I
 4 don't know if that was before or after what you
 5 are referencing.

6 Q. Okay. You say in paragraph 9 of this
 7 document, and I believe you just testified to a
 8 similar thing, that you relied on the agreement
 9 made by Philippon on behalf of Bay Tek to execute
 10 Full Circle's consent to the assignment of the
 11 license agreement and settlement agreement from
 12 Skee-Ball to Bay Tek. Do you see that?

13 A. Number 9?

14 Q. Yes, sir.

15 A. Yes.

16 Q. Okay.

17 MS. LEPERA: I would like to mark if
 18 you would number 12, the consent to
 19 assignment. It's FCU multiple zeros 48
 20 through 50.

21 (Pavony Exhibit 12, Consent to
 22 assignment dated December 3, 2015 Bates
 23 stamped FCU 48 through 50, was so marked
 24 for identification, as of this date.)

25 MS. LEPERA: So he can identify if

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 2 this is what he's talking about.

3 Q. Mr. Pavony, we are showing you what
 4 we have marked as Pavony 12, a December 3, 2015
 5 document entitled "Potential Sale of Skee-Ball
 6 Inc.," and review the four pages and tell me if
 7 you recognize it.

8 A. Can I still scroll?

9 MS. NGUYEN: Yes, you can.

10 THE WITNESS: Okay. Thank you.

11 A. Okay.

12 Q. Are you familiar with these
 13 documents?

14 A. Um-hum.

15 Q. Okay, and this is a letter that Mr.
 16 Sladek wrote to you regarding a potential sale of
 17 Skee-Ball, Inc. December 3, 2015 attaching a
 18 document that is entitled Consent to Assignment
 19 of Confidential Settlement Agreement. Do you see
 20 that?

21 A. Yes. The date is correct. The name
 22 of the letter you said is right, and then this
 23 part is the consent to assignment of confidential
 24 settlement agreement. Correct.

25 Q. Okay, and this is the document that

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 2 letter, if you would, and then we will look at
 3 the consent to assignment. There's no request in
 4 Joe Sladek's letter for Full Circle's consent to
 5 waive transfer of the license agreement?

6 A. So you're making the distinction of
 7 consent?

8 Q. Yes, I am.

9 A. Because when I read it, you know,
 10 number 7, it refers to, it says SBI intends to
 11 assign the agreements, and then the definition of
 12 agreements is the license agreement and the
 13 settlement agreement.

14 So, when I read that, it says SBI
 15 intends to assign the agreements, plural,
 16 agreements with an S, and to transfer its rights
 17 and obligations under the agreements, again
 18 transfer its rights and obligations under the
 19 agreements, plural, the license and the
 20 settlement. So that's the one I am referring to.

21 Q. Right, but if you could point me to,
 22 and I'm going to tell you there isn't any
 23 provision in either the letter or the consent
 24 form where Full Circle consents to, it asks to
 25 consent to a transfer of the license agreement

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 2 and consents to a transfer of the license
 3 agreement.

4 MR. SKIBELL: Objection to form.

5 If you understand the question, you
 6 can respond.

7 A. I was just saying that SBI was
 8 telling us what they were doing, and they were
 9 telling us they were assigning both of the
 10 agreements.

11 Q. Correct. Very simply, Mr. Pavony,
 12 without getting into all of the legal
 13 terminology, are you aware or are you not aware
 14 that Full Circle's only recourse if SBI chose to
 15 transfer the license agreement was to terminate
 16 the license agreement under paragraph 11.5 of the
 17 license agreement, which is what you refer to in
 18 paragraph 6 of the consent that you signed?

19 MR. SKIBELL: Objection to form.
 20 Outside the scope of the 30(b)(6).

21 But you can answer.

22 A. I'm just reciting your question back.
 23 You're saying the only recourse FCU had was to
 24 terminate the license agreement?

25 Q. Correct, that there was no

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 2 requirement to obtain FCU's consent to such
 3 transfer under the terms of the license
 4 agreement?

5 A. Alright. I took it as --

6 THE WITNESS: I'm sorry, Reid.

7 MR. SKIBELL: Same objections, but
 8 you can answer.

9 A. I was going to say Joe Sladek was
 10 asking or telling us that he was transferring.
 11 You're saying that there was no consent, but
 12 regardless, Joe Sladek still told FCU that he was
 13 transferring, SBI was transferring both the
 14 license and settlement agreement to Bay Tek, so I
 15 agree with that.

16 Q. No. I'm saying that there was no
 17 requirement to consent. SBI could do it without
 18 consent, and you elected to not terminate the
 19 license agreement, but your only remedy was to
 20 terminate the license agreement?

21 MR. SKIBELL: Objection to form.

22 Calls for a legal conclusion. Outside the
 23 scope of the 30(b)(6).

24 You can answer.

25 Q. Do you agree with that?

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 2 A. Okay. So, yes, you know, this is,
 3 you know, this is attorney stuff here we are
 4 talking about, but I believe that the license
 5 agreement is mentioned in the settlement
 6 agreement. It's a part of the settlement
 7 agreement, so I also would have thought that that
 8 encapsulated the license agreement.

9 Q. Again, there are separate provisions,
 10 whether or not they are related, so the question
 11 becomes were you aware that under the license
 12 agreement, the only recourse that you had, if SBI
 13 transferred the asset, the license agreement, was
 14 to terminate?

15 MR. SKIBELL: Objection to form.
 16 Calls for a legal conclusion. Outside the
 17 scope of the 30(b)(6).

18 You can answer.

19 A. I wasn't necessarily I think entirely
 20 understanding what you're saying, but I
 21 understand what you're saying, what you're trying
 22 to say now, but again I'm not an attorney.

23 Q. No worries. Let me just move to
 24 paragraph 10 of your declaration, which is
 25 Exhibit 11, so we can move on here. You see that

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2 you wrote in this sworn document that consent,
 3 which we have established now is Exhibit 12, yes,
 4 precluded Full Circle from declaring the license
 5 agreement terminated and resurrecting its claim
 6 in a prior lawsuit that Skee-Ball is generic. Do
 7 you see that?

8 A. Yes.

9 Q. What was the basis of your assertion
 10 there?

11 A. Hang on. I need to read it and
 12 understand it. I'm going to scroll up a little
 13 bit.

14 Q. Sure.

15 A. I just want to see it in context.
 16 Okay. What was your question again about 10?

17 Q. What is the basis of your statement
 18 in paragraph 10?

19 A. I think the basis is that after
 20 talking to Gaetan that, you know, he gave us, he
 21 agreed. He promised that they were going to work
 22 with us, and therefore, like I said earlier,
 23 like, you know, we wouldn't have assigned
 24 agreements, both of the agreements. We wouldn't
 25 have assigned those agreements over to Bay Tek,

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2 You can answer.

3 MS. LEPERA: It's in his declaration.

4 A. What in the consent precluded?

5 Q. What consent precluded Full Circle
 6 from declaring the license agreement terminated?

7 A. I think the consent that's being
 8 discussed here is Gaetan's consent that Bay Tek
 9 would make us lanes, right?

10 Q. I'm asking you. It's your
 11 declaration, sir. I don't know the consent that
 12 you're talking about.

13 A. That's what I'm talking about.

14 That's what I said.

15 Q. I'm sorry. I don't mean to talk over
 16 you. Is the consent that you're referring to in
 17 paragraph 10 the consent that we just looked at
 18 that is number 12, the consent document you
 19 signed?

20 A. The consent that I'm referring to in
 21 that line there is I got Gaetan's consent. I got
 22 Gaetan's, you know, call it a promise or
 23 agreement. We got Gaetan's consent that they
 24 would make us lanes, and because that was the
 25 whole point of that conversation prior to Bay Tek

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2 had we not had this prior conversation with Bay
 3 Tek where they agreed to make us lanes, and so I
 4 think what I'm saying in number 10 is that we
 5 agreed, Bay Tek agreed that they would make us
 6 lanes and understood that we were going to bring
 7 competitive Skee-Ball as a sport to ESPN, and I
 8 think what this is referring to is that because
 9 we got that promise and agreement from Bay Tek,
 10 that is what led us to assign both the license
 11 and the settlement over to Bay Tek, and
 12 therefore, because we did that, because Bay Tek
 13 represented that they would make us lanes, we
 14 assigned it over, and once we assigned it over,
 15 we lost the opportunity at that moment to what
 16 does it say? To terminate the license.

17 Q. Okay.

18 MS. LEPERA: I move to strike
 19 everything other than the last part of
 20 that, because the question really is what
 21 in the consent, what in the consent
 22 precluded you from declaring the license
 23 agreement terminated.

24 MR. SKIBELL: Objection. Calls for a
 25 legal conclusion.

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2 acquiring SBI obviously. We needed to either
 3 assign the license and settlement to them or not,
 4 right, and we asked to have a call with a
 5 representative of Bay Tek prior, and that whole
 6 thing was predicated on will you make us the
 7 lanes we need for Live Play, and I think the
 8 consent I'm talking about there is that consent,
 9 and then that consent is what made us comfortable
 10 assigning the license and the settlement
 11 agreement to Bay Tek.

12 Q. Okay. So just, to put a pin on it,
 13 you're not talking about Exhibit 12, when you say
 14 the word that consent, the one you just referred
 15 to in paragraph 9? You're not talking about that
 16 one?

17 MR. SKIBELL: Objection to form.

18 A. I'm reading this out loud just so
 19 everyone can hear it.

20 MR. SKIBELL: Don't read out loud.

21 It messes up the record. If you want to
 22 read it, read it to yourself.

23 A. I'm reading it back because it speaks
 24 for itself what it says. Anyway. Yeah, I relied
 25 on the agreements made by Gaetan, and that's why

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2 place?

3 MR. SKIBELL: So I mean you can
 4 repeat the substance of conversations, but
 5 if there is legal advice that was in
 6 connection with those, you need to be
 7 careful not to disclose the content of
 8 discussions with lawyers, Eric. If you
 9 have any question about that, we can take
 10 a break and you can ask me.

11 MS. LEPERA: Not related to the
 12 question I just asked.

13 MR. SKIBELL: I'm just instructing
 14 the witness not to reveal the substance of
 15 attorney-client communications. I'm not
 16 directing him not to answer the question.

17 MS. LEPERA: What does my question
 18 have to do with privileged communication?

19 MR. SKIBELL: Because he can explain
 20 how he learned something, and I just don't
 21 want him to accidentally volunteer
 22 attorney-client communications.

23 Q. I'm not asking you any conversation
 24 you had with your lawyer. I'm asking you about
 25 the conversation you had with Blaine. Blaine, I

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2 A. I don't know.

3 Q. Do you have any evidence that they
 4 did?

5 A. I don't know.

6 Q. No. I'm asking you do you have any
 7 evidence that they did?

8 A. Oh, well, I wasn't the one that was
 9 talking to Blaine, so I imagine, you know, I
 10 imagine this is for my attorneys to figure out.

11 Q. I'm not asking what your attorneys
 12 told you, I'm asking you whether or not there is
 13 any evidence of an actual Live Play in a casino
 14 by GameCo participated in by Bay Tek.

15 A. I will tell you what I know about
 16 GameCo is there were discussions between Bay Tek
 17 and GameCo about operating Live Play in casinos,
 18 which is a breach of the license.

19 Q. A discussion is a breach that you're
 20 not even fully aware of whether it took place or
 21 not?

22 MR. SKIBELL: Mischaracterizes his
 23 testimony. Form.

24 Q. Again, I will ask you very simply.
 25 Do you have any knowledge or information of any

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2 take it, is not your lawyer?

3 MR. SKIBELL: Objection. Different
 4 question. It lacks foundation.

5 Q. Tell me what conversation you had
 6 with Blaine.

7 A. I never had a conversation with
 8 Blaine.

9 Q. Oh. Okay. So you're reporting this
 10 as a secondhand conversation you heard from
 11 someone else?

12 A. Yes.

13 Q. Okay, and do you have any
 14 documentation that reflects communications with
 15 Blaine and Full Circle?

16 A. Like I said, I was only briefly told
 17 broadly that someone, and I think his name might
 18 be Blaine, talked about how Bay Tek and GameCo
 19 were talking about operating Live Play casinos.
 20 That's the extent of what I know.

21 Q. And did that ever happen?

22 A. Did operating Live Play and Gameco --
 23 did Bay Tek and GameCo ever operate Live Play in
 24 casinos?

25 Q. Yes.

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2 Live Play in casinos by GameCo taking place?

3 A. It may have, it may not have, I don't
 4 know. I really can't speak intelligently on the
 5 GameCo stuff, because all I was just told was
 6 that someone from GameCo at a high level was in
 7 discussions with Bay Tek about Live Play. That's
 8 what I know.

9 Q. Okay. No evidence, correct, of it
 10 actually occurring?

11 MR. SKIBELL: Objection. Asked and
 12 answered.

13 Q. Do you want to add anything more, Mr.
 14 Pavony, as to whether you have any evidence of
 15 GameCo doing Live Play at casinos?

16 A. There might be evidence that I'm
 17 unaware of. I personally don't know of any
 18 evidence.

19 Q. Okay. Are you aware about any
 20 evidence in Full Circle's possession, custody and
 21 control that shows that GameCo was doing Live
 22 Play in casinos?

23 A. I'm not aware.

24 Q. Okay. Now let me move up to
 25 Alchemy3. You say it was doing Live Play in Ohio

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 2 A. Maybe it is produced. I don't know.
 3 Q. It was not. I'm telling you again I
 4 would have seen it. So the other thing I would
 5 like to ask you.
 6 You think it's really funny talking
 7 about killing of a two-year-old child?
 8 MR. SKIBELL: Objection, lacks
 9 foundation.
 10 Q. Well, what is Casey Anthony about?
 11 Is that a parody on a particular situation to use
 12 your phraseology of parody?
 13 MR. SKIBELL: Objection, lacks
 14 foundation. No one knows what you're
 15 talking about.
 16 MS. LEPERA: It's in the
 17 counterclaim.
 18 A. The Casey Anthony is a pun on
 19 someone's name is what you're referring to, and
 20 what was the question about that?
 21 Q. Never mind. Barstool Sports. You
 22 posted, and I say you, because I think you, and I
 23 will ask you. Did you post videos to the
 24 Brewskee-Ball website personally?
 25 A. The Brewskee-Ball website? I have

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 2 it was the one in New York or in Austin. You can
 3 tell me.
 4 A. It was in Brooklyn.
 5 Q. Okay. In Brooklyn, and it's a
 6 lengthy video, but you prepared the video,
 7 correct?
 8 A. Yes.
 9 Q. And the Barstool guys were having a
 10 conversation in the Full Circle Bar at which the
 11 Skee-Ball Live tournament was held, correct?
 12 A. It was a Brewskee-Ball tournament on
 13 Skee-Ball Live Lanes, but, and the Barstool guys
 14 had a show, a Barstool podcast. They had their
 15 own show that they did prior to the Brewskee-Ball
 16 event.
 17 Q. In your bar?
 18 A. In Full Circle Bar in Brooklyn,
 19 correct.
 20 Q. And you were present, correct?
 21 A. Yeah.
 22 Q. And there was the National Skee-Ball
 23 League Lanes, and the mark was being used on
 24 those lanes, correct?
 25 MR. SKIBELL: Objection.

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 2 posted some videos to the Brewskee-Ball website.
 3 Not a lot.
 4 Q. The video that, you're aware of the
 5 video that I'm talking about, correct, where
 6 Barstool Sports participated in an event that was
 7 at Full Circle Bar?
 8 A. I do remember the Barstool event that
 9 you're referring to, but I don't believe I ever
 10 posted a video of that on the website, on the
 11 Brewskee-Ball website.
 12 Q. The Brewskee-Ball website belongs to
 13 Full Circle, doesn't it?
 14 A. When you say Brewskee-Ball website,
 15 are you referring to like the actual
 16 Brewskee-Ball.com website?
 17 Q. Yes.
 18 A. I don't remember it being on there,
 19 on the actual Brewskee-Ball website. I believe
 20 it was on the Brewskee-Ball Twitch page.
 21 Q. Okay. In any event, there was a
 22 Brewskee-Ball event at which Barstool Sports was
 23 present, correct?
 24 A. Yes.
 25 Q. In Full Circle Bar. I don't know if

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 2 A. They were the Skee-Ball Live Lanes,
 3 and there's I think the National Skee-Ball League
 4 mark. It just said SBL on the lanes.
 5 Q. But that's a trademark that belongs
 6 to Bay Tek, correct?
 7 A. SBL, I don't believe so.
 8 Q. The National Skee-Ball League does
 9 not belong to Bay Tek, the trademark slogan?
 10 Should we go back to the license agreement?
 11 MR. SKIBELL: Objection to form.
 12 Argumentative. Please give the witness a
 13 chance to answer and stop badgering him.
 14 Q. You were using --
 15 MR. SKIBELL: Bulging your eyes out
 16 is really inappropriate.
 17 Q. Well, I'm about to say something that
 18 I really detest having to even say, but I'm going
 19 to say it. I'm going to say it, because in
 20 watching that video and watching the Barstool
 21 guys talk about pussy and what kind of pussy did
 22 you get, and what kind of other disgusting things
 23 that they were saying in that bar, whether before
 24 the event, during the event, and obviously
 25 sanctioned by you, you think that's appropriate?

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 2 A. So you're asking a question --
 3 Q. Based on a family-friendly mark?
 4 A. You're throwing a lot of questions at
 5 me at once.
 6 Q. No, I'm not.
 7 MR. SKIBELL: Yes, you are. Let him
 8 answer, Christine. We know you've been
 9 building up to this, so let him answer.
 10 A. There was a question about -- first
 11 of all, you said is the National Skee-Ball League
 12 a trademark of Bay Tek. I don't believe as far
 13 as I know that National Skee-Ball League that
 14 phrase is trademarked. I'm just answering that,
 15 but it doesn't say that on the lanes. It says
 16 NSBL on the lanes. I just wanted to close that.
 17 Button that up.
 18 Then, as far as what the Barstool
 19 guys were saying, that was the Barstool guys
 20 saying those things on their show.
 21 Q. In your bar.
 22 A. In the bar. Right.
 23 Q. In the bar and allowed to be
 24 broadcast along with the Skee-Ball tournament.
 25 MR. SKIBELL: Objection.

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 2 sure that that was not posted anywhere near or
 3 anywhere around the Skee-Ball lanes and your use
 4 of the Live Skee-Ball Lanes that you got from Bay
 5 Tek whatever the day?
 6 A. So, okay. So I just said some of the
 7 effort that we took. Right? So we explained to
 8 Barstool the type of environment, atmosphere that
 9 we conduct when we do these types of events. We
 10 made it very clear to them. You know, no
 11 harassing language, no going after people based
 12 on sexual orientation or race or ethnicity or
 13 political views, and we also had a moderator as
 14 well, which is the sole purpose is of trying to
 15 do that, because these are realtime events, these
 16 are live events, and we can't know what is coming
 17 out of people's mouths in realtime. What we can
 18 do is have a moderator, which we did, and then
 19 also, as far as the Barstool guys are concerned,
 20 this is all happening in Full Circle Bar, so --
 21 Q. Which you own.
 22 A. Right, but what I'm saying is that it
 23 is happening in the bar before the Brewskee-Ball
 24 event. So you're trying to, like these guys this
 25 was not part of the Brewskee-Ball tournament.

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 2 Q. You allowed it, correct?
 3 MR. SKIBELL: Objection,
 4 mischaracterizes testimony. It's not a
 5 Skee-Ball event. Let him answer.
 6 MS. LEPERA: It's not a Skee-Ball
 7 event on the Skee-Ball live lanes?
 8 A. It was a Brewskee-Ball tournament.
 9 It was a Brewskee-Ball event. We own the
 10 Brewskee-Ball trademark, but so, just to be
 11 clear, the Barstool show was not concurrent with
 12 the Brewskee-Ball tournament. Right? It was
 13 before the Brewskee-Ball tournament, and, you
 14 know, we made sure that like we always do the
 15 type of environment that we create during these
 16 types of events like I said earlier is about not
 17 harassing anyone and no derogatory language, and
 18 essentially what we do is we try to have a very
 19 positive, an extra positive environment, a safe
 20 environment, and we told that to Barstool, and we
 21 also, one of the ways that you do that is you
 22 have a moderator, which we had, but the views of
 23 Barstool are not the views of Brewskee-Ball or
 24 Full Circle United.
 25 Q. What efforts did you take to make

1 PAVONY - Confidential
 2 Q. You mean to tell me that when you go
 3 on and look at the video it is separated out and
 4 it is not one full entire production?
 5 MR. SKIBELL: Objection to form.
 6 Q. I looked at it.
 7 MR. SKIBELL: Christine, there is no
 8 reason to bug your eyes out at the witness
 9 for emphasis. Give him a chance to answer
 10 your questions. Eric, do you want to
 11 answer?
 12 Q. It's one continuous video, correct?
 13 It's not separate?
 14 A. I thought so. So, first of all, you
 15 asked me the efforts that we were making
 16 regarding Barstool stuff. So, you know, all the
 17 stuff I just said we did have a moderator,
 18 explained to them the atmosphere and the
 19 environment we create. We did all those things.
 20 We had a moderator. In realtime, we can't
 21 control what comes out of people's mouths in
 22 realtime, but what we can do is moderate how
 23 that's perceived, and it was understood that
 24 those weren't the views of Brewskee-Ball or Full
 25 Circle United, and, you know, we also believed as

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 2 move forward with our six-month plan, and those
 3 plans couldn't happen anymore, so I told people
 4 the truth, what I believed to be the truth, which
 5 was they were dishonest based on breaking the
 6 promises to manufacture lanes for us.

7 Q. That is your opinion, sir. I'm not
 8 going to get into a debate with you, but you
 9 agree with me it's not a nice thing to say about
 10 someone to call them dishonest and unethical,
 11 correct?

12 MR. SKIBELL: Objection.

13 A. I believe that, if someone is not
 14 dishonest and if someone is not unethical, then I
 15 agree with you that it is not nice to call them
 16 those things, but, if they are in fact dishonest
 17 and they are in fact unethical, then I believe
 18 that that's what you call them.

19 Q. And you believe that you're honest in
 20 all things, correct?

21 A. Can you repeat that.

22 Q. Do you believe you're honest in all
 23 things?

24 A. I try to be honest. True.

25 Q. Okay, and is it honest to tape-record

1 PAVONY - Confidential
 2 someone without telling them you're
 3 tape-recording them? You conceal it? Is that
 4 honest?

5 MR. SKIBELL: Objection.

6 Mischaracterizes that testimony.

7 Q. You consider that honest?

8 MR. SKIBELL: Please stop harassing
 9 the witness, and let him answer a
 10 question.

11 MS. LEPERA: I'm asking him if he
 12 considers that honesty.

13 MR. SKIBELL: You're asking over and
 14 over again. That's what we call
 15 badgering. Let him answer.

16 MS. LEPERA: It's the first time I've
 17 asked this question.

18 A. We spoke about that already.

19 Q. But I didn't ask you if you think
 20 it's honest.

21 A. Right. As part of a documentary for
 22 purposes of the documentary, we were filming, I
 23 recorded a few things, yes.

24 Q. Does doing a documentary excuse one
 25 from being honest to another person with whom

1 PAVONY - Confidential
 2 you're trying to do business and in the business
 3 conversation you're having they are
 4 surreptitiously being recorded without their
 5 knowledge?

6 MR. SKIBELL: Objection to form.

7 A. We did tell them about the film, and
 8 ultimately everyone that was involved approved of
 9 the film, embraced the film and welcomed the
 10 filmmakers in with open arms and enjoyed their
 11 company.

12 Q. So when Ryan Cravens and George Petro
 13 testify with chagrin at your behavior in taping
 14 them without permission, that gives you no pause?

15 MR. SKIBELL: Objection. Lacks
 16 foundation. Form.

17 You can answer if you understand.

18 A. I believe that for most of those if
 19 not all of those and it's not that many
 20 recordings of them they were aware of the fact
 21 that there was a documentary that was in
 22 production.

23 Q. Oh. So they're lying when they
 24 testified that they didn't know?

25 MR. SKIBELL: Objection, lacks

1 PAVONY - Confidential
 2 foundation.

3 A. I'm sorry?

4 Q. Well, assuming they testified that
 5 they didn't know. You didn't tell them, and you
 6 didn't get permission.

7 MR. SKIBELL: Objection, speculation.

8 MS. LEPERA: It's not speculation.

9 MR. SKIBELL: It is. You're asking a
 10 hypothetical.

11 MS. LEPERA: I'm laying a foundation.

12 MR. SKIBELL: Lay a foundation like a
 13 proper questioning attorney would do, but
 14 don't ask hypotheticals.

15 Q. I'm telling you that they testified
 16 under oath that they didn't know that they were
 17 being surreptitiously recorded by you and they
 18 didn't give you permission. Does that give you
 19 any pause?

20 A. I didn't say that they were lying
 21 about that. What I said was I believe they were
 22 aware that there was a documentary in production.

23 Q. Okay, if that's your excuse. Is that
 24 your excuse, Mr. Pavony, for doing that without
 25 asking permission?

1 PAVONY - Confidential
 2 MR. SKIBELL: Objection. Asked and
 3 answered.
 4 Q. Had you at any point in time between
 5 2005 and May 18, 2018 gotten anything, as you
 6 call here, investor money that is in the nature
 7 of FU money?

8 A. Investor money for what?

9 Q. Anything for your business.

10 A. Bay Tek invested in it. Well, Bay
 11 Tek was the first initial investor in it when
 12 they invested in the prototype, building of the
 13 prototype, 36 prototype and production model
 14 lanes.

15 Q. Alright. Moving on. We already went
 16 over that.

17 So at this point in time, when you're
 18 saying you want to go get FU money, you hadn't
 19 gotten any FU money before that, right?

20 A. Sorry. The question was?

21 Q. How are you going to get FU money
 22 when you could never get it before? I guess
 23 that's my question.

24 A. Right. So I guess by FU money I just
 25 mean a lot of money I guess.

1 PAVONY - Confidential
 2 Q. Yes.
 3 A. Is that what you're referring to?
 4 Q. Yes.
 5 A. Okay. Yeah. So we were, first of
 6 all, you know, like I said earlier I think
 7 yesterday or maybe it was, yeah, it was
 8 yesterday, you know, getting investment for a
 9 company was a two-part approach, right? The
 10 first part came from Bay Tek. The second part
 11 Bay Tek said they would invest, but we were also
 12 speaking with many other potential investors,
 13 okay? Some of them were within the industry, for
 14 example, George Petro of Play Mechanics. Some of
 15 them were other strategic operators within the
 16 industry, and some of them were within like the
 17 VC, you know, private equity world. Some of them
 18 were, you know, considered to be angel investors,
 19 but we had several avenues in which we could
 20 raise money. However, we raised the initial
 21 piece with Bay Tek, and they said, if we prove
 22 the 36-lane model, then they would invest.
 23 So it was really Bay Tek that made it
 24 unnecessary for us to raise money at the time,
 25 because Bay Tek said, once we prove the model,

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 2 they would invest in a second phased approach,
 3 and so, you know, like I said earlier or
 4 yesterday, when Bay Tek undercut us after we
 5 proved the concept, we couldn't give any
 6 assurances to these other folks that I mentioned
 7 that we, one, could have a third party
 8 manufacture the lanes, because we had to put the
 9 Skee-Ball mark, right? No matter who was
 10 manufacturing the lanes, Full Circle was
 11 obligated to put the Skee-Ball mark on those
 12 lanes. So we couldn't give assurances to a
 13 manufacturer, and in a similar fashion we
 14 couldn't give regarding getting a lot of money or
 15 money enough for the second part of the
 16 investment we couldn't give our potential
 17 investors outside of Bay Tek assurances either,
 18 because they created uncertainty, and they made,
 19 like I said yesterday, the license unstable.

20 Q. You couldn't get any money. You keep
 21 talking about Bay Tek, but you were in the
 22 business of survive. You couldn't get any money
 23 for your Skee-Ball League dream at any point in
 24 time.

25 Now in May of 2018 you're saying you

1 PAVONY - Confidential
 2 are going to get get an investor, that is, FU
 3 money, and so I'm asking you what happened then?
 4 What did you do then to go get an investor?
 5 A. Okay. Well, let me just address the
 6 first part of the question.
 7 Q. You just repeat the same thing you
 8 were repeating.
 9 A. No, I'm not.
 10 Q. You've given the same speech. You've
 11 given it 12 times.
 12 A. I'm not. Alright. Now I'll answer
 13 the second part of the question for you. So at
 14 this time, can we scroll up? What's the date of
 15 this? 2018, May?
 16 Q. Correct.
 17 A. Okay. So I think at this point we
 18 were talking to George Petro and Play Mechanics
 19 as a potential investor to come in and to, like,
 20 you know, we were initially trying to get
 21 Skee-Ball lanes from Bay Tek, and then we tried
 22 to get Skee-Ball lanes from Bay Tek through
 23 George Petro purchasing the stock lanes from Bay
 24 Tek.
 25 So I think at this point you asked me

1 PAVONY - Confidential
 2 like what did we do. I think this is when we
 3 started to talking to George more as an investor,
 4 less as an advisor.

5 Q. Okay. George Petro, so that's what
 6 you said, number one, you started talking to him.
 7 What else did you do? Did you talk to anybody
 8 else?

9 A. We were talking to some VC company
 10 from California.

11 Q. And who was that?

12 A. The name of the company escapes me,
 13 but I think they were I think like Merrill Lynch
 14 finance guys that also had their own like private
 15 equity company that did like, you know, 8-figure
 16 raises for companies.

17 Q. And what happened there?

18 A. They were extremely enthusiastic and
 19 interested to give us the investment that we
 20 needed even more so when we told them that we
 21 were actually going to include George Petro as a
 22 strategic partner and a strategic -- and a part
 23 of the rollout plan, and so they were really just
 24 waiting for us, like I said, they were waiting
 25 for assurances that we actually could leverage

1 PAVONY - Confidential
 2 specifically, yes, we also started talking, yes,
 3 there's George, so, yes, you were asking about
 4 finances initially.

5 Q. Both.

6 A. As far as lanes, we actually tried to
 7 get lanes built from another company called
 8 Wickham Amusements to see if they could build us
 9 lanes. We tried to get lanes from like local
 10 vendors, local operators, to see if we could, you
 11 know, rent those lanes or borrow those lanes. We
 12 actually also I think touched on this a bit
 13 yesterday. We used lanes from several venues
 14 around the country on which to host the 17-city
 15 Skee-Ball Open.

16 Q. Alright. So let me see if I
 17 understand this. So, other than Petro, other
 18 than the Merrill Lynch guys, other than you're
 19 talking, trying to go buy, we'll talk about what
 20 type of lanes in a minute, lanes from various
 21 sources, did you speak to anybody else after this
 22 May 18th missive trying to get money and/or lanes
 23 from any source other than Bay Tek?

24 A. So getting money and getting lanes
 25 are two separate things, so I would like to

1 PAVONY - Confidential
 2 our licenses within Live Play to build the
 3 product Skee-Ball Live, and so this was all
 4 happening concurrently actually. Then the
 5 investment from the VC guys was happening
 6 concurrently with our talks with Play Mechanics
 7 about them purchasing lanes through Bay Tek.
 8 Q. And then anybody else involved at any
 9 point in time after that?

10 MR. SKIBELL: By the way, I'm going
 11 to object to this line of questioning as
 12 outside of the scope of 30(b)(6). Mr.
 13 Wikman was the rep on this issue.

14 But you can answer in your individual
 15 capacity.

16 Q. Full Circle's efforts to obtain lanes
 17 for Live Play, whether from Bay Tek or any other
 18 entity.

19 MR. SKIBELL: You're asking about
 20 finances, raising money. You're now
 21 asking about lanes.

22 MS. LEPERA: They're hand in glove, I
 23 assume, right?

24 Q. Anyway, Mr. Pavony, you were --

25 A. So, alright, so lanes. So lanes

1 PAVONY - Confidential
 2 address those.

3 Q. Sure. However you want to do it.

4 A. Okay. Well, I just said a lot about
 5 where we were trying to get lanes from. Do you
 6 want me to recap that?

7 Q. Well, you've given me the name of
 8 Wickham Amusements and local vendors and then
 9 potential other venues which you haven't named.

10 A. I did name them yesterday. Yes. We
 11 talked about all those other venues yesterday
 12 that we got lanes from in which to host the
 13 Skee-Ball Open. So they were places like
 14 Cheezy's and places like Abbott Hall from Seattle
 15 and the Delta House in Boston. I mean all those
 16 places we were able to, we used those, we got
 17 lanes from those venues. That was what I was
 18 referring to. So lanes, do you want me to recap
 19 the lanes?

20 Q. No, I understand now. So what you're
 21 saying is all of those establishments that you
 22 discussed with me yesterday in the various states
 23 had their own lanes?

24 A. That we used, yeah, that we used to
 25 host the Skee-Ball.